



MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 7, 2006

Mayor David Dermer
Vice-Mayor Saul Gross
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Jerry Libbin
Commissioner Richard L. Steinberg

City Manager Jorge Gonzalez
City Attorney Jose Smith
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

C7 - Resolutions

- C7R A Resolution Approving A Third Amendment To That Certain Amended And Restated/ Consolidated Lease Agreement By And Between The City Of Miami Beach And The Miami Beach Jewish Community Center, Inc. (JCC), For A Parcel Of Land And Facilities Located At 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, Amending The Agreement To Extend The Time Periods For The JCC To Submit Plans For The Construction Of The Proposed Improvements To The Property; Obtain A Final Building Permit For The Proposed Improvements; And Such Other Changes As May Be Approved By The City Commission Subject To Final Review And Approval By The City Manager And City Attorney.
(Asset Management)
(Additional Information)

C7 - Resolutions (Continued)

- C7S A Resolution Approving A Lease Agreement Between The City Of Miami Beach, As Tenant, And Palm Court At 23rd Street, Ltd., As Landlord, In The Monthly Amount Of Seventeen Thousand Eight Hundred And Twenty Five (\$17,825.00) Dollars, For The Property (Comprising Of Approximately 6,900 Total Square Feet), Located At 309 23rd Street, Miami Beach, Florida, To Be Used By The City For Certain Parking Department Operations, For A Two (2) Year Term, Commencing On July 1, 2006, And Ending On June 30, 2008, During Which Time Development Of Alternate Facilities To Relocate The Parking Department Operations Shall Be Considered; In Addition To The Rent, Providing For Additional Build-Out Costs, Not To Exceed \$70,000 For A Coin Room And Customer Service Area; And Further Authorizing The Mayor And City Clerk To Execute Said Lease Agreement.

(Asset Management)

(Resolution)

R9 - New Business and Commission Requests

- R9A1 Appointment Of Erik Schlein, Steve Hertz, And Daniel Veitia To The Normandy Shores Local Government Neighborhood Improvement Committee.

(Requested by Commissioner Jerry Libbin)

(Additional Appointment)

VIA HAND DELIVERY

May 22, 2006

Mr. Jorge Gonzalez
City Manager
City of Miami Beach
City of Miami Beach City Hall
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Request for Revised Lease Deadlines for Construction of New Miami Beach Jewish Community Center for the property located at 4221-29 Pine Tree Drive, Miami Beach, FL

Dear Mr. Gonzalez:

This law firm represents the Miami Beach Jewish Community Center (the "JCC") in connection with its efforts to redevelop and expand the JCC's recreational and cultural facilities on the City-owned property at 4221 Pine Tree Drive. As you know, the City and the JCC executed an Amended and Restated/Consolidated Lease (the "Lease") for the Pine Tree Drive parcel in July of 2000. The Lease was entered into with the understanding that the JCC would construct new improvements valued at no less than \$2,000,000 on the property. The lease has subsequently been amended twice.

Subject to the requirements of the Lease, the JCC secured the approval of the improvements from the Design Review Board ("DRB") in June 2005. The Lease now provides the following deadlines for the permitting of the improvements:

- Submittal of Construction Plans to City Manager -- June 21, 2006.
- Obtaining of Final Building Permits -- November 8, 2006.

Because of changes that have become necessary to the program within the proposed buildings, we hereby are requesting small revisions to the permitting and construction deadlines.

Agenda Item C7R
Date 6-7-06

Changes to Program. In accordance with the Lease requirements, the JCC had previously prepared the required building permit plans. These plans were reviewed by the Jewish Community Center Association (the "JCCA"), which is the umbrella organization for all JCCs in the United States. The national office is staffed with experts in the field of design, construction and operation of JCCs. These experts reviewed the submitted plans and have suggested multiple changes to the internal layout of the buildings. For example, there is a national trend to incorporate "family changing rooms" in the locker facility to accommodate a parent of one gender who brings their toddler children (children too young to go into a locker room by themselves) of another gender to the JCC and need to change clothing.

Based on the suggestions made by the JCCA staff, the JCC has revised its plans to add family changing rooms. Among the other changes triggered by the JCCA review was the addition of a racquetball court to the plans, which will be the only racquetball court on Miami Beach following the elimination of the courts at the Eden Roc Hotel. The JCC has also been refining the plans to better accommodate air conditioning and other mechanical elements based on the review and comment of engineers retained for the project.

Need for Extensions. The combination of the above necessary changes to the plans will necessitate a slight delay in the completion of the construction drawings and filing of the building permit plans. The JCC hereby requests the following small amendments to the deadlines included in the Lease:

- Submittal of Construction Plans to City Manager - October 15, 2006.
- Obtaining of Final Building Permits - February 5, 2007.

The above extensions would add approximately three (3) months to the permitting and construction process current outlined in the Lease. We believe that such an extension is warranted given the complexities inherent in the development of a public institution of the size and scale of the new JCC complex. We also believe that the changes that are being made to the internal layout and program of the JCC will be a significant benefit to the citizens of Miami Beach.

Conclusion. The JCC looks forward to continuing its long and mutually beneficial relationship with the City of Miami Beach. Approving the requested modifications to the Lease would help ensure that the improvements that will be made to the JCC property will be well suited to the community's present and

Mr. Jorge Gonzalez

May 22, 2006

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future needs. We are enclosing a draft of a Third Amendment to the Lease incorporating the proposed changes. Once you have had a chance to review this letter and the Third Amendment to the Lease, please phone my direct line at (305) 377-6220 to discuss the issue.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jeffrey Bercow", with a stylized flourish at the end.

Jeffrey Bercow

cc: Gary Held, First Assistant City Attorney (with encl.)
Ana Cecelia Velasco, Office of Asset Management (with encl.)
Jorge Gomez, Planning Director (with encl.)
Joy Spill, Esq.
Todd Tragash, AIA
Stanley Arkin

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**THIRD AMENDMENT TO AMENDED AND RESTATED/CONSOLIDATED
LEASE**

This Third Amendment to the Amended and Restated/Consolidated Lease Agreement, dated July 12, 2000, (the "Lease"), made and entered into at Miami Beach, Miami-Dade County, Florida, this ____ day of _____, 2006 by and between:

CITY OF MIAMI BEACH,
a Florida municipal corporation
(hereinafter referred to as "Lessor")

and

MIAMI BEACH JEWISH COMMUNITY CENTER, INC.,
a Florida not-for-profit corporation
(hereinafter referred to as "Lessee")

WITNESSETH:

WHEREAS, on June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc. ("JCCSF"), the City-owned property located at 4221 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida ("Property") (Resolution 81-16678); and

WHEREAS, JCCSF's lease was amended and extended on three occasions, such that the lease term extended through October 31, 2015, with two additional ten-year options, and was assigned to Miami Beach Jewish Community Center, Inc. ("JCC"), a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226); and

WHEREAS, on July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement ("Lease") with the JCC for the Property, subject to referendum, which was duly held and approved, which included provisions in Lease Paragraphs 15.7 and 15.8 that set time limits for the completion of construction plans and the obtaining of a final building permit*; and

WHEREAS, the City and JCC entered into a First Amendment to the Amended and Restated/Consolidated Lease on October 15, 2003, extending certain dates as provided for therein; and

WHEREAS, the City and JCC entered into a Second Amendment to the Amended and Restated/Consolidated Lease on October 13, 2004, extending the deadline for submitting the design drawings for the proposed buildings to the Design Review Board for review and approval; and

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WHEREAS, while the JCC secured Design Review Board approval for its new design, changes to the internal layout and program of the proposed buildings have delayed the completion of the construction drawings; and

WHEREAS, the re-design of the internal layout of the buildings has made it impossible for the JCC to comply with the Lease's deadlines related to the submittal of construction plans to the City Manager and the obtaining of a final building; and

NOW THEREFORE, the Lessor and the Lessee, for an in consideration of the mutual covenants, agreements and undertakings herein contained, and in further consideration of the improvements herein mentioned, and to be made; do by these presents mutually covenant and agree as follows:

1. Paragraph 15.7 is amended as follows:

15.7 Plans and Specifications. Upon receipt of the DRB's approval of the Proposed Improvements, and all other City boards' approvals, as applicable, Lessee shall prepare for review by Lessor construction Plans and Specifications for construction of the Proposed Improvements, consistent with the Preliminary Plans and Specifications, as approved by the Lessee, the DRB, and other City boards, as applicable. The Plans and Specifications shall be submitted to the Lessor (acting in its proprietary capacity as owner of the Property) within ~~twelve~~ sixteen months from the date on which the DRB approves the Proposed Improvements (if appealed by third parties, the time shall run from the issuance of a final nonappealable order). The Plans and Specifications, or modifications thereto, shall be reviewed by the City Manager, within twenty (20) business days, except for modifications thereto, which shall be reviewed within ten (10) business days, solely for consistency with the Preliminary Plans and Specifications as the same may have been modified by the DRB or other City boards, as applicable. If Lessor disapproves the Plans and Specifications, then Lessee shall, at its election, either (a) submit Lessor's disapproval to mediation as provided for in this Lease, as to the reasonableness of the disapproval, or (b) submit a revised modification to the Plans and Specifications to meet Lessor's objections, which revised modification shall be submitted and reviewed as provided above. Lessee shall pursue approval by the City of the Plans and Specifications diligently and in good faith.

2. Paragraph 15.8 is amended as follows:

15.8 Conditions Precedent to Lessee's Commencement of Construction of the Proposed Improvements. Lessee shall obtain a final Building Permit in accordance with the DRB approval, for the Proposed Improvements but not more than six years and three months from the Commencement Date and failure to do so shall constitute a Default under this Lease. Lessee shall pursue issuance of a building permit by the City diligently and in good faith. Lessor's remedy for this Default, and for all defaults under this Article 15 for failure to follow the time schedule under this Article related to the Proposed Improvements, shall be limited to a reversion of the duration of the Lease term to that last provided in the Prior Agreements, to a termination date of October 31, 2015, with two

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ten-year lease options by Lessee. In such event, all other remaining provisions of this Lease shall remain in full force and effect. Lessee shall not commence construction of the Proposed Improvements unless and until (a) Lessee shall have obtained and delivered to Lessor copies of all final Permits and Approvals required to commence construction, (b) Lessee shall have delivered to Lessor original certificates of the policies of insurance required to be carried pursuant to this Lease, and (c) Lessee shall have submitted to Lessor evidence satisfactory to the City Manager that Lessee has sufficient funds and/or construction financing commitments to timely commence and complete construction as provided herein.

3. Except as otherwise specifically amended herein, all other terms and conditions of the Amended and Restated/Consolidated Lease Agreement, together with the First Amendment to the Restated/Consolidated Lease Agreement and the Second Amendment to the Restated/Consolidated Lease Agreement by and between the Lessor and Lessee shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Amended and Restated/Consolidated Lease Agreement and the First Amendment to the Consolidated Lease Agreement or the Second Amendment to the Restated/Consolidated Lease Agreement, the provisions of this Third Amendment shall govern.

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the Lessor and Lessee have hereunto affixed their respective hands and seals at the place, and on the day and date first hereinabove written. Signed, sealed and delivered in the presence of:

Attest:

CITY OF MIAMI BEACH

Dated: _____, 2006

Witnesses:

MIAMI BEACH JEWISH
COMMUNITY CENTER, INC.,
a Florida corporation not-for-profit

By: _____

Print Name: _____

Name: _____

Title: _____

Print Name: _____

Dated: _____, 2006

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION:

City Attorney

Dated: _____, 2006

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RESOLUTION NO: _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, AS TENANT, AND PALM COURT AT 23RD STREET, LTD., AS LANDLORD, IN THE MONTHLY AMOUNT OF SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY FIVE (\$17,825.00) DOLLARS, FOR THE PROPERTY (COMPRISING OF APPROXIMATELY 6,900 TOTAL SQUARE FEET), LOCATED AT 309 23RD STREET, MIAMI BEACH, FLORIDA, TO BE USED BY THE CITY FOR CERTAIN PARKING DEPARTMENT OPERATIONS, FOR A TWO (2) YEAR TERM, COMMENCING ON JULY 1, 2006, AND ENDING ON JUNE 30, 2008, DURING WHICH TIME DEVELOPMENT OF ALTERNATE FACILITIES TO RELOCATE THE PARKING DEPARTMENT OPERATIONS SHALL BE CONSIDERED; IN ADDITION TO THE RENT, PROVIDING FOR ADDITIONAL BUILD-OUT COSTS, NOT TO EXCEED \$70,000 FOR A COIN ROOM AND CUSTOMER SERVICE AREA; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEASE AGREEMENT.

WHEREAS, on November 2, 2004, the voters of Miami Dade County approved a referendum supporting the Building Better Communities General Obligation Bond Program (BBC GOB) to provide \$2.9 billion to fund more than 300 capital improvements throughout the County over the next 15 to 20 years; and

WHEREAS, the City has a total of eight projects that are in advanced stages of renovation, including Old City Hall which has incurred structural damage, and further necessitating the need to relocate the Parking Department, which is a tenant in the Old City Hall Building to new leased premises; and

WHEREAS, the Administration has considered several commercial properties for lease in the City and has determined that the property at 309 23rd Street (Palm Court), best meets the needs of the Parking Department, and is available for lease with a term of two years, commencing on July 1, 2006 and expiring on June 30, 2008; and

WHEREAS, the monthly rent for the proposed lease, comprising of approximately 6,900 square feet, is \$17,825.00; and

WHEREAS, the Landlord will build-out the leased premises to accommodate the needs of a secure coin room and customer service area, at an additional cost to the City not to exceed \$70,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve a Lease Agreement between the City of Miami

Agenda Item C75
Date 6-7-06

Beach and Palm Court at 23rd Street, Ltd., in the monthly amount of \$17,825.00, for the property (comprising of approximately 6,900 total square feet), located at 309 23rd Street, Miami Beach, Florida, to be used by the City for certain Parking Department operations, for a two year term, commencing on July 1, 2006, and ending on June 30, 2008, during which time development of alternate facilities to relocate the Parking Department operations shall be considered; in addition to the rent, providing for additional build-out costs, not to exceed \$70,000 for a coin room and customer service area; and further authorizing the Mayor and City Clerk to execute said Lease Agreement.

PASSED and ADOPTED this _____ day of _____, 2006

ATTEST:


CITY CLERK

MAYOR

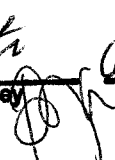
JMG/TH/ACV/mis

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

6/5/06



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager
FROM: Commissioner Jerry Libbin
DATE: June 5, 2006
SUBJECT: Normandy Shores Committee appointment

Please place on the June 7, 2006 Agenda the following names to be appointed to the Normandy Shores Committee:

Erik Schlein
Steve Hertz
Daniel Veitia

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